

## LOCAL INITIATIVE PROGRAM



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REGULATORY AGREEMENT  
 AND  
 DECLARATION OF RESTRICTIVE COVENANTS  
 FOR  
 RENTAL PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 2<sup>nd</sup> day of Feb, 2009 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to Chapter 204 of the Acts of 1996 and Lincoln Housing Commission ("Project Sponsor") and the Town of Lincoln, Massachusetts ("Municipality") both having an address of Lincoln Town Hall, 16 Lincoln Road, P.O. Box 6353, Lincoln, MA 01773.

## WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Project Sponsor intends to construct a rental housing development known as Sunnyside consisting of a 1.15 acre site on 26 Sunnyside Lane (Map 11, parcel 41) and a 1.03 acre parcel on 30 Sunnyside Lane (Map 11, parcel 42) in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 3 rental dwellings (the "Units") and all of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

KOPELMAN & PAIGE P.C.  
 101 ARCH STREET  
 BOSTON, MA 02110

LIP-RNTLRA-1 9/02

ATTN:

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Project Sponsor hereby agree and covenant as follows (the provisions in brackets apply only to Comprehensive Permit Projects):

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality and DHCD (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the LIP Guidelines for Communities ("Guidelines")), and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

1 of the Low and Moderate Income Units shall be one bedroom units;  
1 of the Low and Moderate Income Units shall be two bedroom units;  
1 of the Low and Moderate Income Units shall be three bedroom units; and,  
0 of the Low and Moderate Income Units shall be four bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet
four bedroom units	-	1400 square feet

During the term of this Agreement, the Project Sponsor covenants, agrees, and warrants that the project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped.

2. (a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"), and (ii) whose assets do not exceed the limits specified in the Guidelines. The one bedroom unit may be rented to an eligible Single Person or to a Family. "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage,



or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston– Cambridge –Quincy, MA-NH MSA .

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals seventy percent (70%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD; Family size shall be assumed to be equal to the number of bedrooms in the Unit plus one. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Project Sponsor shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Adjusted income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 2(c) below, the Project Sponsor shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section. Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Project Sponsor for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Project Sponsor to all affected tenants.

(c) Throughout the term of this Agreement, the Project Sponsor shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(e), below. Any Low and Moderate Income Unit occupied by an Eligible Tenant at the commencement of occupancy shall be deemed a Low and Moderate Income Unit so long as (i) such unit continues to be rent restricted and (iii) the tenant's income does not exceed 140% of the Maximum Income. If the tenant's income exceeds 140% of the Maximum Income at the time of annual eligibility determination, his/her unit shall be deemed a Low and Moderate Income Unit until the then-current lease term expires, which lease term shall be one year. If the Low and Moderate Income Unit is later rented to an Eligible Tenant, the Low and Moderate Income Unit will be included in the Subsidized Housing Inventory upon the Municipality's application to DHCD.

(d) The Project Sponsor shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease. The lease shall be subject to approval by the Municipality and shall include the following: (i) the tenant shall be given a minimum of 60 days' written notice that a lease will not be renewed, (ii) the tenant shall be required to furnish annual information sufficient to determine and document continued compliance with income eligibility requirements, and (iii) the tenant shall furnish



the names and the number of people in the household and their relationship to one another annually and whenever a change of household occurs.

(e) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in section 2(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.03 (2)..

4. All of the Units in the Project will be deemed low and moderate income housing and continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

5. (a) Prior to marketing or otherwise making available for rental any of the Units, the Project Sponsor must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v.

**Kemp. If the Project is located in the Boston- Cambridge -Quincy, MA-NH MSA , the Project Sponsor must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines. All costs of carrying out the marketing Plan shall be paid by the Project Sponsor.**

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, color, religion, sex, sexual orientation, age, handicap, marital status, national origin, familial status, genetic information, ancestry, children, receipt of public assistance or any other basis prohibited by law in the selection of tenants; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon



recording or filing, as applicable, the Project Sponsor shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement

9. The Project Sponsor hereby represents, covenants and warrants as follows:
  - (a) The Project Sponsor (i) is a commission which is an entity of the Town of Lincoln duly established under the by-laws of the Town and organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
  - (b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
  - (c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances.
  - (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

10. Except for rental of Units to Eligible Tenants as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, exchange, or mortgage the Project without the prior written consent of DHCD and the Municipality.

11. (a) The Project Sponsor represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Project Sponsor shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of the Agreement unless required by law.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD:

Department of Housing and Community Development  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality:

Town of Lincoln, Massachusetts  
16 Lincoln Road  
P.O. Box 6365  
Lincoln, MA 01773

Project Sponsor:

Lincoln Housing Commission  
16 Lincoln Road  
P.O. Box 6353  
Lincoln, MA 01773

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.



(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Project Sponsor acknowledges that the primary purpose for requiring compliance by the Project Sponsor with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Project Sponsor agrees

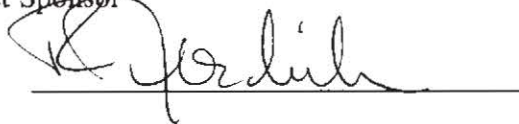


that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Project Sponsor of its obligations under this Agreement in a state court of competent jurisdiction. The Project Sponsor further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Project Sponsor shall reimburse DHCD for all costs and attorney's fees associated with such breach.

Executed as a sealed instrument as of the date first above written.

Project Sponsor

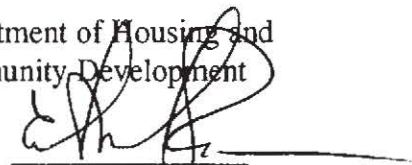
By:



Renel Fredriksen  
Chairman, Lincoln Housing Commission

Department of Housing and  
Community Development

By:

  
its Director

Municipality

By:



Sara A. Mattes  
Chairman, Lincoln Board of Selectmen  
(Chief Executive Officer)

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low and Moderate Income Units

LSlip\l-ra-r.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

~~August~~ <sup>Sept</sup> 11, 2008

On this 11<sup>th</sup> day of ~~June~~ <sup>Sept.</sup>, 2008, before me, the undersigned notary public, personally appeared RENAL FREDRIKSSON, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as CHAIRMAN of the LINCOLN HOUSING COMMISSION [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

*Anita M. Scheipers*

Notary Public

Print Name:

My Commission Expires:



ANITA M. SCHEIPERS

Notary Public

Commonwealth of Massachusetts

My Commission Expires

July 26, 2013

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

February 2, 2009

On this 2<sup>nd</sup> day of February, 2009 before me, the undersigned notary public, personally appeared Catherine Race, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as Catherine Race for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Amy Patrice Pinabella  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 08/25/2011

*Amy Pinabella*

Notary public

Print Name: Amy Pinabella

My Commission Expires: 8/25/2011

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

~~August~~ <sup>Sept</sup> 11, 2008

On this 15 day of ~~June~~ <sup>Sept.</sup>, 2008, before me, the undersigned notary public, personally appeared Sara Mattes, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding document, as Chairman-Selectmen for the City/Town of LINCOLN, and acknowledged to me that he/she signed it voluntarily for its stated purpose.





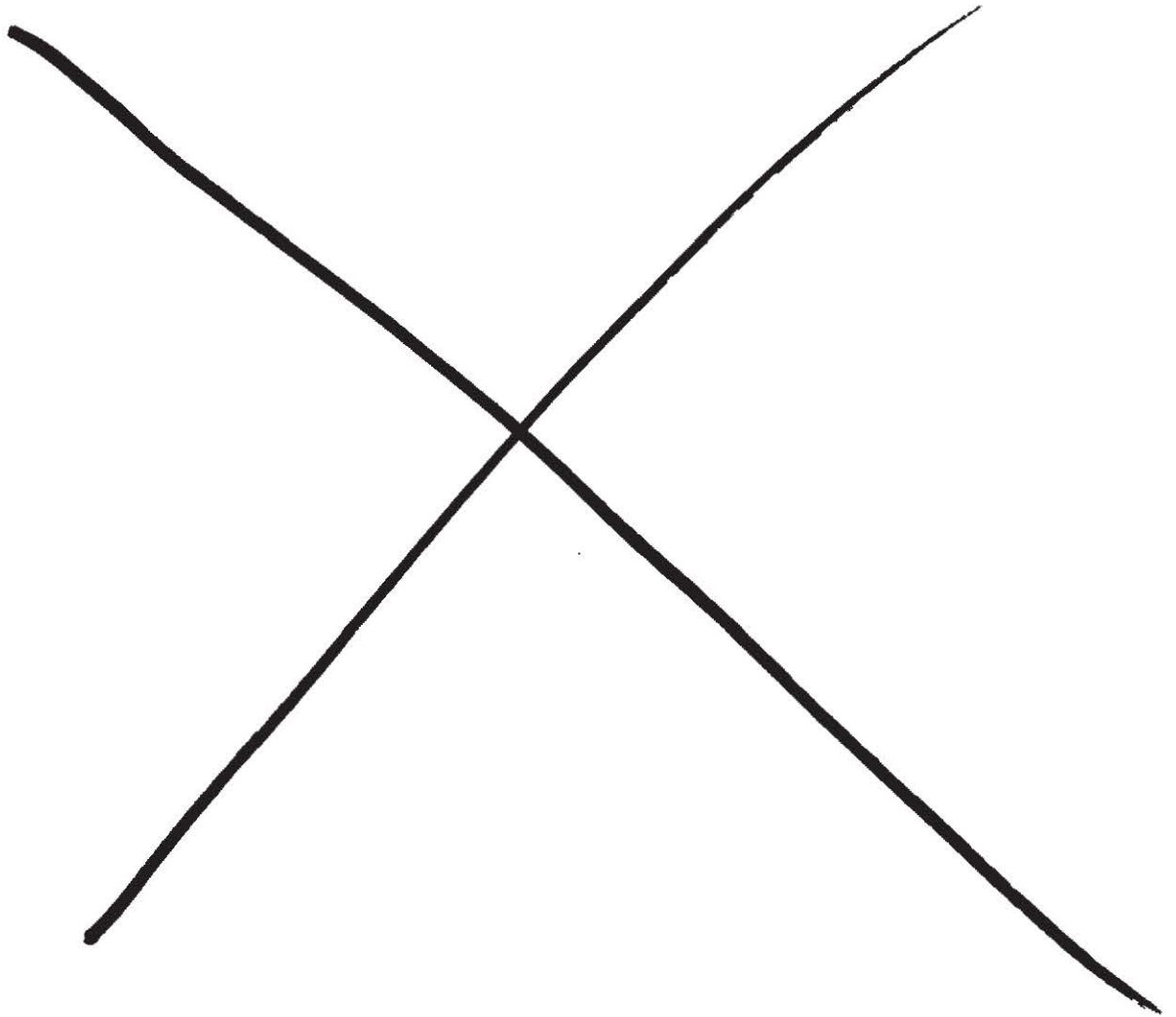
Notary Public

Print Name:

My Commission Expires



2011 MA SCHEIPERS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 20, 2011



Consent to Regulatory Agreement

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_, hereby consents to the execution and recording of this Agreement and to the terms and conditions hereof.

\_\_\_\_\_  
Not applicable  
(name of lender)

By: \_\_\_\_\_

its \_\_\_\_\_

(If the Project has more than one mortgagee, add additional consent forms. Execution of the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 200\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:



## EXHIBIT A

Re: Sunnyside Lane Affordable Housing  
(Project name)  
Lincoln  
(City/Town)  
Lincoln Housing Commission  
(Project Sponsor)

Property Description

## 26-28 Sunnyside Lane

A parcel of land supposed to be owned by Richard D. Synak and Sally Synak bounded easterly by Sunnyside Lane 136.00 feet; southernly by land now or formerly of Roger W. and Marion N. Hanneman 309.10 feet; westerly in two courses by land now or formerly of the Town of Lincoln a total of 191.65 feet; and northerly by land now or formerly of Matthew F. and Frances L. Gandolfo 297.55 feet; Said parcel consisting of 50,268 feet more or less according to the Plan.

REF: 42211-251

## 30 Sunnyside Lane

Southeasterly by Sunnyside Lane 132.08 feet, thence; Southwesterly by land now or formerly of the Commonwealth of Massachusetts 297.55 feet, thence Northwesterly by land now or formerly of the Town of Lincoln, 176.65 feet; and Northeasterly by land now or formerly of Wei Ying Chu 285.53 feet. Said parcel consisting of 1.05 acres more or less according to the Plan.

REF 42211-256

## EXHIBIT B

Re: Sunnyside  
 (Project name)  
Lincoln  
 (City/Town)  
Lincoln Housing Commission  
 (Project Sponsor)

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Studio units	\$ _____	\$ _____
One bedroom units	\$ 950 -1323	\$ _____
<u>175</u> Two bedroom units	\$ 742-1485	\$ 216
Three bedroom units	\$ 1250-1918	\$ 300
Four bedroom units	\$ _____	\$ _____



**LINCOLN HOUSING COMMISSION****Median Income Requirements  
and Monthly Rent Table  
for One Bedroom**

<b>Number Of People</b>	<b>Median Income</b>	<b>Median Income 40-80%</b>	<b>One Bedroom Rent</b>
1	\$57,875	\$23,150 - \$46,300	\$579 - \$1,157
2	\$66,180	\$26,472 - \$52,944	\$662 - \$1,323

**Median Income Requirements  
and Monthly Rent Table  
for Three Bedroom**

<b>Number Of People</b>	<b>Median Income</b>	<b>Median Income 40-80%</b>	<b>Three Bedroom Rent</b>
3	\$74,430	\$29,772 - \$59,544	\$ 744 - \$1,489
4	\$82,680	\$33,072 - \$66,144	\$ 827 - \$1,654
5	\$89,312	\$35,724 - \$71,450	\$ 893 - \$1,786
6	\$95,920	\$38,368 - \$76,736	\$ 959 - \$1,918

**Median Income Requirements  
and Monthly Rent Table  
Barrier Free Apartment**

<b>Number Of People</b>	<b>Median Income</b>	<b>Median Income 30-80%</b>	<b>Two Bedroom Handicap Unit Rent</b>
1	\$57,875	\$17,362 - \$46,300	\$441-\$1,157
2	\$66,180	\$19,854 - \$52,944	\$496-\$1,323
3	\$74,430	\$22,329-\$59,544	\$558-\$1,485
4	\$82,680	\$24,804-\$66,144	\$620-\$1,653